

### Terms and Conditions for eWithdrawal Services ("Terms and Conditions")

#### About

The eWithdrawal service ("eWithdrawal") is offered by CGS International Securities Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Securities Sdn. Bhd.) ("CGS MY"), for retail clients of CGS MY (eligibility as defined below) who use CGS iTrade trading platforms.

# **Eligibility**

- 1. Subject to the Terms and Conditions contained herein, retail clients of CGS MY who maintain a MYR balance in their trust account with the following types of accounts maintained with CGS MY are eligible to use eWithdrawal:
  - a) Securitised Trading Account Direct
  - b) Securitised Trading Account Nominee

(each an "Eligible Client" and together, the "Eligible Clients").

- 2. The following persons or accounts shall not be eligible to use eWithdrawal:
  - a) Direct Trading Account; or
  - b) Clicks Trader; or
  - c) Institutional and corporate clients (e.g., private or public companies) of CGS MY; or
  - d) Private banking clients trading through CIMB Investment Bank Berhad; or
  - e) Share margin financing or initial public offer financing or employee share option scheme financing accounts, including external share margin financing account and financing for placement of shares; or
  - f) Any trading account that is not maintained with CGS MY; or
  - g) Any other person or accounts which may be determined by CGS MY.

# eWithdrawal Mechanism

- 3. eWithdrawal is applicable only for Malaysian Ringgit (MYR) maintained in client trust account with CGS MY excluding other currencies (e.g., HKD, SGD, USD, THB and etc).
- 4. Eligible Clients will need to submit their eWithdrawal request via CGS iTrade web or iTrade mobile application.
- 5. Upon submission of the eWithdrawal request, the withdrawal amount in the client's trust account maintained with CGS MY will be earmarked. Thereafter, subject to the approval by CGS MY and the amount of funds available in the client's trust account, the withdrawal funds will be credited into client's bank account as indicated in the CGS iTrade trading platform.
- 6. Subsequent eWithdrawal is allowed if the last request has been processed by CGS MY. Once processed, the expected status of such eWithdrawal shall be updated to either approved, rejected or expired.
- 7. Withdrawal amounts are permitted within the range of RM1.00 to RM999,999.99 subject to Eligible Client's available balance.



#### **General Terms and Conditions of the Services**

- 8. By using and proceeding with this eWithdrawal service, all Eligible Clients confirm and declare that they have read, understood, and agreed to be bound by these Terms and Conditions and agree that any decision of CGS MY in relation to every aspect of the service including the approval of the eWithdrawal is final and binding. CGS MY reserves the right to reject the eWithdrawal request without providing or assigning any reason therefor.
- 9. While CGS MY attempts to reflect the Eligible Clients' latest bank information maintained in the records with CGS MY which has been authorised by the Eligible Client's for payment pursuant to the Eligible Client's standing credit instructions, Eligible Clients shall verify and ensure the information in the eWithdrawal page are accurate. CGS MY expressly disclaims liability for misstatement, errors or omissions contained in such information. The Eligible Client agrees that it is his/her sole duty and obligation to ensure that any such information it up to date, accurate and complete.
- 10. Although CGS MY will endeavour to process the eWithdrawal request within the stipulated timeline (processing cut-off time is at 2.30pm on a trading day), CGS MY shall not be responsible for any delay of the processing of the eWithdrawal, nor will there be any compensation payable for any such delays.
- 11. In consideration of CGS MY acting in accordance with the Eligible Client's eWithdrawal request, the Eligible Client agrees to refund to CGS MY any payment that may have been wrongly or erroneously made to the Eligible Client or credited into the Eligible Client's bank account.
- 12. The Eligible Client undertakes to indemnify CGS MY and keep CGS MY indemnified against all claims, losses, costs, damages or expenses which may be incurred by CGS MY in accordance with the Eligible Client's eWithdrawal request.
- 13. CGS MY reserves the right, at its absolute discretion, to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (the "Amendment") any of the terms and conditions herein at any time. The Amendment shall be effected at CGS MY's absolute discretion through any one of the following means of communication, namely, by email to the Eligible Clients' last known email address maintained in CGS MY's records or via CGS MY's website at www.cgsi.com.my, and the Amendment shall be deemed as binding on the Eligible Clients as from the date of notification of the Amendment or from such other date as may be specified by CGS MY (through one of the above means of communication).
- 14. All other terms and conditions applicable to general trading with the account shall continue to apply. Nothing herein shall affect CGS MY's General Terms and Conditions and/or the other respective account(s)' terms and conditions to which the Eligible Clients have agreed to.
- 15. The Terms and Conditions as set out above shall be governed by the laws of Malaysia. The Eligible Clients agree to submit to the exclusive jurisdiction of the Courts of Malaysia, but CGS MY will be at liberty to proceed against the Eligible Client in any court in any jurisdiction.